

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made on this _____ day of _____, _____.

BETWEEN

M/S JAI MATA DI CONSTRUCTION a proprietorship firm having its office at Nilgunj Road, Po. - Agarpara, P.S. – Khardah, Dist. – North 24 Parganas, Kolkata - 700109 represented by its sole Proprietor **Sri Sudip Kumar Shaw (PAN – ATGPS4315M)**, son of Late Sankar Shaw, by faith - Hindu, by nationality - Indian, by occupation – Business, residing at Nilgunj Road, Po. - Agarpara, P.S. – Khardah, Dist. – North 24 Parganas, Kolkata - 700109, hereinafter called “the **Developers / Vendors**” (which expression shall unless repugnant to the context or meaning thereof mean and include partner or partners for the time being of the said firm, survivors or survivor of them and the heirs, executors, administrators of such survivor, their, his or her assigns) of the **FIRST PART**

AND

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_____ Son of _____ by faith – _____, by nationality – Indian, by occupation – _____, residing at _____, hereinafter called and referred to as the **PURCHASER(S)** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, and / or assigns) the party of the **SECOND PART**.

WHEREAS by and or under a development agreement dated 16Th Day of December, 2016 the above named developer / first party obtained an authority from the land owner **Smt. Sandhya Debnath (PAN – ADUPD9340H)**, wife of Late Phani Gopal Debnath, by faith Hindu, by occupation Housewife and residing at E-04/302, Peerless Nagar, Sodepur, Post – Panihati, PS – Khardah, Dist. – North 24 Parganas, Kolkata – 700114, to demolish her old structure lying and situated under Mouza-Agarpara, J.L. No.-11, RS No. – 31, Touzi No.-155, Dag No.-1187/1414, Khatian No.-653, Municipal holding No.-337 of North Station Road, Agarpara, PS - Khardah, Dist.-North 24 Parganas in ward No. 8 under Panihati Municipality and raise a multi-storied building thereon.

WHEREAS the present owner herein is the sole and absolute owner of the Bastu land measuring 04 (four) Cottah 01 (one) Chittacks more or less, lying and situated under Mouza-Agarpara, J.L. No.-11, RS No. – 31, Touzi No.-155, Dag No.-1187/1414, Khatian No.-653, Municipal holding No.-337 of North Station Road, Agarpara, PS - Khardah, Dist.-North 24 Parganas in ward No. 8 under Panihati Municipality and within the limits of A.D.S.R.O. Sodepur.

AND WHEREAS the Vendors subsequently the vendors herein sanctioned a multistoried Building Plan, vide Plan No. 49, dated 03.03.2018, from the said Panihati Municipality.

AND WHEREAS the vendors began to construct the said MULTISTORIED M.S. Building over the 'A' scheduled property at 337 of North Station Road, P.O.-Agarpara & P.S Khardah in ward No. 8 under Panihati Municipality as per Plan.

AND WHEREAS the Purchaser(s) after inspecting the **Flat** on **First Floor** of the proposed multi storied Building. Being satisfied approached the vendors for purchasing the said flat on **First Floor** having its super Built up area _____ Sq. Ft. more or less together with proportionate share of the stair case with proportionate undivided share of Land at the rate of _____/- (Rupees _____) only per Sq. Ft. having total consideration of **Rs. _____/- (Rupees _____) Only** more or less upon the terms and conditions hereunder appearing.

NOW IT IS HEREBY AGREED among the parties hereto as follows :-

1. The vendors agreed to sell and the purchaser(s) agreed to purchase through the vendors, a flat on **First Floor** having its **Super Built up area** _____ **Sq.ft.** more or less and proportionate share of the stair case with proportionate undivided share of land as well as other amenities and facilities of the multi storied building with right to use common passage, stair case, lobbies, roof etc., which is free from all encumbrances at the rate of _____/- (Rupees _____) only per Sq. Ft. having total consideration of **Rs. _____/- (Rupees _____)** **Only** more or less.
 2. The Purchaser(s) shall pay the vendors the total consideration of Rs. _____/- (Rupees _____) Only towards the cost of the said flat, on **First Floor** including the common passage, stair case, roof, lobbies etc. as per payment schedule in the following manner:-
 - i) The purchaser(s) pay a sum of Rs. _____ only as the booking amount.
 - ii) The balance amount of _____ only more or less shall be paid by the purchaser to the vendors before taking the possession of the said flat or executing the Deed of Conveyance whichever occurs earlier.
- Be it mentioned here that after receiving the entire consideration amount and after the completion of the construction of the multi storied Apartment the vendors will register the said agreed flat in favour of the purchaser/s and give possession / necessary documents of the said flat.
3. Extra cost shall be charged by the vendor for any extra electrical or other civil work or any modification or alteration.
 4. After completion of the payment by the purchaser(s) to the vendors, the vendors or their authorized Attorney will execute and register Deed of Conveyance in the name of the purchaser(s) and the cost of registration shall be borne by the purchaser(s).
 5. The vendors will construct the said multi storied building as per the Plan sanctioned by the Panihati Municipality.
 6. The multi storied building will be named as "**PHANI-R ICCHAPURAN**".

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FIRST SCHEDULE REFERRED TO ABOVE

(Description of the Total Property)

ALL THAT Piece and parcel of Revenue paying Bastu land measuring an area about 04 (Four) Kattah 1 (one) Chittack more or less, together with a proposed multi storied building thereon, known and identified as **PHANI-R ICCHAPURAN**, Which is lying and situated under Mouza-Agarpara, J.L. No.-11, RS No. – 31, Touzi No.-155, Dag No.-1187/1414, Khatian No.-653, Municipal holding No.-337 of North Station Road, Agarpara, PS - Khardah, Dist.-North 24 Parganas in ward No. 8 under Panihati Municipality and within the limits of A.D.S.R.O. Sodepur, which is butted and bounded by :-

ON THE NORTH : 20 Feet wide Agarpara North Station Road
ON THE SOUTH : H/o. Purna Lakshi Nath alias Swarna Lakshi Nath
ON THE EAST : Common Passage
ON THE WEST : H/o. Rameshwar and Payari Lal Shaw

SECOND SCHEDULE OF THE PROPERTY

(Description of the Flat / Flat hereby agreed)

ALL THAT a Flat being No. "B" on the First Floor of multistoried building named and styled as "**PHANI-R ICCHAPURAN**" having it's super built up area _____ Sq. Ft. more or less including proportionate share of stair with undivided share of stair with undivided share of land specifically mentioned in the First Schedule at 337 of North Station Road, Agarpara, PS - Khardah, Dist.-North 24 Parganas in ward No. 8 under Panihati Municipality.

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THIRD SCHEDULE OF THE PROPERTY
(Nature of Construction of the Flat hereby agreed)

- R.C.C. : R.C.C. Framed structure with columns, Beams and Raft.
- BRICK WORKS : 8'' ,5'' AND 3'' THICK ; BRICKS WALL IN Cement mortar.
- FLOORING : Floor Tiles.
- DOORS : (a) All door frames shall be of wood work.
:(b) All doors shutter will be Flush door with 32mm.
thick Commercial ply.
(c) Main doors will be provided with Lock and eye piece.
The other doors will be provided with Tar bolt and
hatch holt.
- Window : Steel windows with glass fittings and grill.
- KITCHEN : Black stone cooking platform for gas slab , inbuilt sink
by black stone with two tap point, glazed tiles above kitchen platform
upto 2'-6'' ft. height.
- W.C.& TOILET : W.C. or Indian pan with cistern wall white glazed tiles
upto 5' – 6'' height above 6'' skirting.
- PLUMBING : All plumbing connections will be concealed with G.I.
and P.V.C. materials as will be decided by the Developers. In toilet on
shower , two taps. One white colour basin will fitted at a suitable place
of the flat.
- ELECTRIC : All electrical connection will be done by concealed
wiring.
- WATER ARRANGEMENT : From Deep Tube-well to overhead water
Reservoir and overhead Reservoir to all the Flats 24 hours water supply.
- WALL FINISHING : All internal wall finishing by plaster of parish.
Outside wall by Snowcem.
- STAIR & COMMON LOBBY : Stair and all common lobby will be floored
by Tiles with 6'' skirting.

IN WITNESS WHEREOF the Parties hereto put their respective sign and seal on the day, month and year as written in the outset.

Signed, Sealed and delivered in the

Presence of witness:-

1.

2.

Signature of the Vendors / First Part

Signature of the Purchaser / Second Part

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MEMO OF CONSIDERATION

Received Rs. _____ only
Towards earnest money from the within named purchaser/second party in
respect of the proposed Flat hereby allotted and signed on this memo of
consideration in presence of the under mentioned witnesses.

<u>Date</u>	<u>Cash/Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
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Witnesses :-

1.

Signature of the Vendors / First Part

2.

Deed of Conveyance

THIS DEED OF CONVEYANCE is made on this
_____ day of _____, _____.

B E T W E E N

(1) SMT. SANDHYA DEBNATH (PAN: ADUPD9340H), wife of Late Phani Gopal Debnath, by faith Hindu, by occupation Housewife, by nationality Indian and residing at No. E-04/302, Peerless Nagar, Sodepur, Post – Panihati, PS – Khardah, Dist. – North 24 Parganas, Kolkata – 700114, hereinafter called and referred to as the **“LAND OWNER/VENDOR”** (which term or expression shall unless excluded by or repugnant to the context be always deemed to mean and include their heirs, executors, legal representatives, successors, administrators, nominees and assigns) of the **FIRST PART**. The Vendor herein by virtue of a Registered Power of Attorney being deed No. 06507/2016, recorded in Book No. I, CD Volume No. 1524, written in pages 190394 to 190407 and the same was registered in A.D.S.R.O. Sodepur dated 16.12.2016 appointed and are being represented by their Constituted Attorney namely **JAI MATA DI CONSTRUCTION** a proprietorship firm having its office at Nilgunj Road, Po. - Agarpara, P.S. – Khardah, Dist. – North 24 Parganas, Kolkata - 700109 represented by its sole Proprietor **Sri Sudip Kumar Shaw (PAN – ATGPS4315M)**, son of Late Sankar Shaw, by faith - Hindu, by nationality - Indian, by occupation – Business, residing at Nilgunj Road, Po. - Agarpara, P.S. – Khardah, Dist. – North 24 Parganas, Kolkata - 700109.

AND

M/S JAI MATA DI CONSTRUCTION a proprietorship firm having its office at Nilgunj Road, Po. - Agarpara, P.S. – Khardah, Dist. – North 24 Parganas, Kolkata - 700109 represented by its sole Proprietor **Sri Sudip Kumar Shaw (PAN – ATGPS4315M)**, son of Late Sankar Shaw, by faith - Hindu, by nationality - Indian, by occupation – Business, residing at Nilgunj Road, Po. - Agarpara, P.S. – Khardah,

Dist. – North 24 Parganas, Kolkata - 700109, hereinafter called and referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, executors, representatives, administrators, and/or assigns) of the **SECOND PART.**

AND

SRI _____ (**PAN:** _____), son of _____, by faith-_____, Nationality-Indian, by occupation - _____ residing at _____, hereinafter called and referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, representatives, administrators and/or assigns) of the **THIRD PART.**

WHEREAS one Smt. Chunri Debi alias Chandra Debi, Wife of Sri Garib Sah of Agarpara, P.S. Khardah, North 24 Parganas, West Bengal purchased one plot of land measuring an area of 04(four) Cottah 01 (one) Ch., more or less, consisting tile shed rooms, comprised at Mouza-Agarpara, J.L. No. 11, R.S. No. 31, Touzi No155, Dag No. 1187/1414, Khatian No. 653P.S. Khardah, Dist. North 24 Parganas under the limit of Panihati Municipality being in Present Ward No. 08 Holding No. 337 of North Station Road, Agarpara from one Krishnadas Chattopadhyay on 06th day of August, 1951 and the said Deed was executed and registered before the A.D.S.R. Barrackpore, North 24 Parganas being recorded in Book No. 1 Volume No.

49, Pages from 173 to 176 Deed No. 3977, Year 1951 for the consideration mentioned therein.

AND WHEREAS after purchased the property the said Smt.Chunri Debi alias Chandra Debi, wife of Sri Garib Sah constructed some tile shed rooms there and used to reside there with her family members and also recorded her name in the records of Panihati Municipality and was used to pay taxes as per norms of the Municipality.

AND WHEREAS due to urgent need of money the said Smt. Chunri Debi alias Chandra Debi, wife of Sri Garib Sah intend to sell the land area 04 Cottah 01 Ch., more or less,with tile shed rooms, comprised at Mouza-Agarpara, J.L.No.11, R.S.No.31, Touzi No.155, Dag No.1187/1414, Khatian No.653, P.S.Khardah, Dist.North 24-Parganas under the limit of Panihati Municipality being in Present Ward No.08, Holding No.337 of North Station Road, Agarpara.

AND WHEREAS (1)Sri Nani Gopal Debnath, (2)Sri Phani Gopal Debnath, both are the sons of Sri Hari Pada Debnath of Agarpara,North Station Road, P.S.-Khardah, North 24-Parganas knowing the intention of sell the above land area, they inspected and after satisfied offered to purchase the land area measuring 04 Cottah 01 Ch., more or less, with tile shed rooms standing there at a price of Rs.14,000/-and the Vendor Smt. Chunri Debi alias Chandra Debi accepted the offer of the Purchasers and it was the sale price of the above land area.

AND WHEREAS after purchased the land area the said **(1) Sri Nani Gopal Debnath, (2) Sri Phani Gopal Debnath**, both are the sons of Sri Hari Pada Debnath of Agarpara, North Station Road, P.S. Khardah, North 24-Parganas mutated their names in the records of Panihati Municipality and used to pay taxes as per norms of the Municipality.

AND WHEREAS Sri Nani Gopal Debnath, son of Late Hari Pada Debnath, resident of Agarpara, North Station Road, P.O. Agarpara, P.s. - Khardah, Dist. - North 24-Parganas, Kolkata-700109, West Bengal executed one Gift Deed in the name of his brother Sri Phani Gopal Debnath, Son of Late Hari Pada Debnath, the land area measuring 02 Cottah 00 Ch.22.1/2 Sft, more or less, on 28th August, 1998 and the said Gift Deed executed and registered before the A.D.S.R. Barrackpore, North 24-Parganas, being recorded in Book No.1, Volume No.129, Pages from 97 to 102, Deed No.5351, Year 1998 and after the execution of the said Gift Deed Sri Phani Gopal Debnath became the owner of the land area 04 Cottah 01 Ch., more or less, on which tile shed rooms are standing there including his 50% share on the property.

AND WHEREAS the said Phani Gopal Debnath recorded his name in the records of Panihati Municipality and used to pay taxes as per norms of the Municipality.

AND WHEREAS Phani Gopal Debnath, son of Late Hari Pada Debnath died intestate on 14.02.2012 at his residence situated at E-04/302, Peerless Nagar, Sodepur, P.O.-Panihati, P.S.-

Khardah, Dist.-24-Parganas(North), Kolkata-700114, West Bengal leaving his wife Smt. Sandhya Debnath, one son Sri Subhankar Debnath and one married daughter Smt. Tanaya Das as the legal heirs and successors of his estate.

AND WHEREAS (1)SRI SUBHANKAR DEBNATH, (PAN-BIFPD5325K), son of Late Phani Gopal Debnath and Smt. Sandhya Debnath, resident of E-04/302,Peerless Nagar, Sodepur, P.O.Panihati, P.S.Khardah, Dist.24-Parganas(North),Kolkata-700 114,West Bengal, and **(2)SMT. TANAYA DAS, (PAN-AJMPD3568R)**, wife of Sri Manab Das and daughter of Late Phani Gopal Debnath and Smt. Sandhya Debnath, resident of 2A-6,2nd Floor, Shreya Residency, Baguihati, Jorda Bagan, P.S.Rajarhat, Dist.24-Parganas (North), Kolkata-700059, West Bengal executed one Gift Deed in the name of their mother **Smt. Sandhya Debnath (PAN – ADUPD9340H)**, wife of Late Phani Gopal Debnath and Gifted their 2/3share of land measuring land area 02 Cottah 11 Ch.15 Sft., more or less, on 1st day of April, 2016 and the said Gift Deed was executed and registered before the A.D.S.R. Sodepur, North 24-Parganas, being recorded in Book No.1, Volume No.- 1524-2016, Pages from - 62518 to 62546, Deed No. 152401982, Year 2016 and after the execution of the said Gift Deed Smt. Sandhya Debnath has been seizing, possessing and enjoying the land area 04 Cottah 01 Chittak, more or less, with full right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS now **Smt. Sandhya Debnath (PAN - ADUPD9340H)**, wife of Late Phani Gopal Debnath is the Owner/Occupier of a plot of land measuring an area of 04 Cottah 01 Ch., more or less, comprised at Mouza - Agarpara, J.L.No.-11, R.S. No.-31, Touzi No.-155, Dag No.-1187/1414, Khatian No.-653, P.S.-Khardah, Dist.-North 24-Parganas under the limit of Panihati Municipality.

AND WHEREAS after acquiring the property the said Smt Sandhya Debnath, wife of Late Phani Gopal Debnath recorded her name in the records of Panihati Municipality being in Ward No.-08, Holding No.-337 of North Station Road, Agarpara.

AND WHEREAS the said Smt. Sandhya Debnath, wife of Late Phani Gopal Debnath, the Owner herein **ALL THAT** the land area measuring 04 Cottah 01 Ch., more or less, the Site Plan annexed hereto, comprised under Mouza - Agarpara, J.L.No.-11, R.S.No.-31, Touzi No.-155, DagNo.-1187/1414, Khatian No.- 653, P.S.-Khardah, Dist.-Norih 24-Parganas under the limits of Panihati Municipality being in Present Ward No.-08, Holding No.-337 of Norh Station Road, Agarpara, which hereinafter be collectively referred to as the "SAID PROPERTY", details of which have been described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner herein Smt. Sandhya Debnath, wife of Late Phani Gopal Debnath has decided to develop measuring about 04 Cottah 01 Ch., more or less, but due to her personal difficulties she is not in a position to get develop the said

property by herself and she is in search of any competent person who will be able to take the said property for development and sell. The above said Developer coming to know the intention of the Owner has approached the Owner and requested her to allow him to develop the said property by raising a (G+4) multi-storied building upon the said Plot of land consisting of several numbers of self contained and independent flats, shops garages, office spaces etc. as will be approved by Panihati Municipality.

AND WHEREAS in view to construct a Multistoried Building the Land Owner herein executed development Agreement with the above mentioned Developer on 16.12.2016 and the same was registered at A.D.S.R.O. Sodepur being No. 06505 of 2016, recorded in Book No. 1, C.D. Volume No. 1524-2016, written in pages from 190329 to 190356 for the year 2016 for construction of the said Multistoried Building.

AND WHEREAS the Developer decide to develop the said Holding by demolishing the existing structure and thereafter the owner and Developer entered into for development

agreement on the said property by construction of a new G+III storied building having independent residential flats/garages and accordingly the Developer submitted a building Plan before the Panihati Municipality and the said Municipality has sanctioned the building plan vide sanctioned no.0469 dated 03/03/2018.

AND WHEREAS the Developer has already finished the construction work of the aforesaid building as per the said sanctioned plan sanctioned by the Panihati Municipality of which the purchasers has inspected and checked all the relevant documents, paper, drawings, plan etc. as duly satisfied himself with regard thereto as also in respect of the right title, interest of the vendors and further in respect of areas, dimensions, measurements, specification and other details whatsoever concerning building and/or Flats has already been erected thereto and approved and accepted the same.

AND WHEREAS the Purchaser herein contracted with the said Vendor for purchase the said flat and agreement was executed between the parties on _____ for completion of the sale of the said flat on the _____ floor of the said building for a valuable consideration and the Vendor agreed to sell and the Purchaser agreed to purchase the said flat measuring _____ sq.ft. more or less super built up area details mentioned in the Second Schedule-below and inspected the documents relating to the title of the Vendor and agreed to execute a Deed of Sale.

NOW THIS DEED WITNESSETH as follows.

That in consideration of the said Agreement **AND** in further consideration of a sum of Rs. _____/- (Rupees _____) only of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendors/Developer before execution hereof (the receipt whereof the Vendors/Developer doth hereby and also by the receipt hereunder written admitted and acknowledged to have been received of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and also the said Flat hereby intended to be sold and transferred) the Vendors doth hereby sell, transfer and convey assure and assign **FIRSTLY ALL THAT** a piece and parcel of a **Flat No.** _____ on the _____ **Floor**, of the said multistoried building measuring super built up area of _____ **Sq.ft.** more or less together with undivided interest in the common area and facilities of the said Flat (morefully and particularly described and mentioned in the SECOND SCHEDULE) hereunder written whereof is shown and delineated in the Plan annexed hereto and bordered in RED colour thereon) hereinafter referred to as the FLAT AND **SECONDLY ALL THAT** the undivided impartiable, proportionate share in land comprised in the said Premises the proportionate share and/or interest in all other common areas , parts and portions (morefully and particularly mentioned and described in the Third Schedule) **AND THIRDLY ALL THAT** the undivided proportionate indivisible share or interest in the land forming part of the said Premises attributable thereto (morefully and particularly mentioned and described in the FIRST SCHEDULE)

TOGETHERWITH all fittings and electrical AND TOGETHERWITH unrestricted right of use and enjoyment for the Purchasers its men servants and agents and / or any person authorized by the Purchasers of all common parts, portions, passages , benefits , facilities and utilities to as and/ or repass over and through all entrances exits pathways passage ways AND TOGETHERWITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Flat Area.

AND THE VENDORS doth hereby further covenant with the Purchasers as follows:-

- A. **THAT** notwithstanding any deed matter or thing whatsoever by the Vendors done or executed or knowing suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said FLAT hereby granted conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate without any manner or conditions use trust encumbrances or make void the same.

- B. **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors now has good right full power and absolute authority to grant convey transfer and assign all and singular the said Flat hereby conveyed transferred or expressed so to be unto and to the use of the Purchasers.

- C. **THAT** the said Flat hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens attachments, leases, lispendens, debutter, or trust made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.
- D. **THAT** the Purchasers shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.
- E. **THAT** the Purchasers shall be free, cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Purchasers or any person or persons lawfully or equitable claiming as aforesaid.
- F. **AND FURTHER THAT** the Purchasers and all persons having or lawfully or equitably claiming any estate or interest in the said Flat or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and

cost of the Purchasers make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonable required .

- G. **THAT** the Vendors have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and hereunder the said Flat hereby granted transferred and conveyed or expressed so to be or any part thereof is or may be impeached encumbered or affected in title or otherwise.
- H. **THAT** the Purchasers shall not to be settled to and is hereby authorized to transfer, assign, sublet in respect of the said Flat or any part or portion thereof for such period as the Purchasers in his absolute discretion may deem fit and proper.
- I. **THAT** the Purchasers shall be entitled to carry out all additions and / or alterations and/or modification subject to permission by the Authorities concerned for which no consent of the Vendors would be necessary and / or required.

THE PURCHASERS HEREBY COVENANTS WITH THE VENDORS as follows:-

- a) Shall become the member of the Society and or Association of the Flat Owners of the Building and shall follow all norms and conditions as laid down by the said Society.
- b) Not to cause any annoyance or obstruction to the other users and occupiers of the said Building.
- c) Not to throw or accumulate any rubbish or garbage.
- d) Not to damage or disfigure the elevation nor affix or project any article or gadgets on the outer side save the dish Antennae on the roof which will be allowed by the Vendors at all times.
- e) To pay and discharge the recurring maintenance charges to the concerned agency or organization without default.
- f) To pay and discharge all other dues such as municipal Tax, electricity dues etc regularly and punctually.

THE PURCHASERS SHALL NOT

- a) Decorate the exterior of the said Flat otherwise than in the manner as may be decided by the Owners / Association and shall also not disturb and change the colour matching and all other decoration and outer face of the said Building.

- b) Use the said Flat other than residential purpose and may not cause nuisance or annoyance to the occupiers of the other portions of the said Building or to the Owners or occupiers of the adjoining properties or for any illegal or immoral purposes.
- c) Store or bring in or permit to be stored or brought in the said Flat any goods of dangerous inflammable or combustible nature or which are heavy enough so as to affect or endanger the construction or the structure of the said Building or any fittings or fixtures therein whatsoever.
- d) That according to the said Scheme for sale of ownership Flat of the Building as sold to the Purchasers together with proportionate undivided interest or share in the land on the existing construction as aforesaid and the Purchasers has accepted the said proportion of interest as correct and undertake not to question the correctness of the same. The Purchasers also admits that their share or interest and right to or in the common area and facilities shall be proportionate as described herein and their share in the liabilities and obligations mentioned herein.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the total property)

ALL THAT a piece and parcel of a plot of 'Bastu' land measuring about 4 (Four) Cottahs 1 (One) Chitak more or less alongwith G+3 storied building standing thereon namely **PHANI-R ICCHAPURAN**, lying and situated at Mouza - Agarpara, J.L. No.-11, RS No. - 31, Touzi No.-155, Dag No.-1187/1414, Khatian No.-653, Municipal holding No.-337 of North Station Road, Agarpara, PS - Khardah, Dist.-North 24 Parganas in ward No. 8 under Panihati Municipality and within the limits of A.D.S.R.O. Sodepur, which is butted and bounded by:-

ON THE NORTH : 20 Feet wide Agarpara North Station Road.

ON THE SOUTH : H/o.-Purna Lakshi Nath alias Swarna Lakshi Nath

ON THE EAST : Common Passage

ON THE WEST : H/o. Rameshwar and Payari Lal Shaw

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of Flat)

ALL THAT a piece and parcel of a **Flat No.**____ on the ____ **Floor, North East** OF the said multistoried building measuring super built up area of ____ (_____) **Sq.ft.** more or less together with undivided interest in the common area and facilities of the said Flat and proportionate share of land over the building area of the proposed building with Marble flooring

with lift facilities, as red Border map or plan is attached herewith a part of the Deed.

THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the common right of the Flat owners)

1. Land mentioned in the first schedule.
2. The beams, supports, main walls, corridors, lobbies, stairs, landings, stairways, pump room, electric meter room, entrance to and exit from the building and other areas and space of the building intended for common use.
3. Installation of common services such as water sewerage etc.
4. Pump, motors, pipes, ducts and all apparatuses and installations in the said building for common use.
5. Over head water tanks and reservoir.
6. Lift and Lift Room.
7. Roof of the building.

FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of Share Common Expenses)

1. All the cost of maintaining operating, replacing etc. from the date of physical handling/taking over or registration which ever is earlier.
2. Salaries and other expenses of the person employed as Chowkidar or Care Taker.
3. Insurance premium for respective flat (if any).
4. Expenses and deposits for suppliers of common utilities to the co-owners of the building as fixed by the association in consultation with all owners of the building.
5. Municipal and other rates of taxes for the respective flat / common area.
6. All other expenses and outgoings (if any).

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals to these presents on the day month and year first above written.

SIGNED, SEALED and **DELIVERED** by the within named Vendor at Kolkata in presence of Witnesses:-

1.

2.

SIGNATURE OF OWNER/VENDORS

SIGNED, SEALED and **DELIVERED** by the within named Purchaser at Calcutta in presence of witnesses:-

1.

2.

SIGNATURE OF THE PURCHASER

Drafted by :

SANTOSH KUMAR SINGH
Advocate
High Court, Calcutta
Enrolment No. F-351/2017.

MEMO OF CONSIDERATION

RECEIVED from the Purchasers the sum of Rs. _____/-
(Rupees _____) only being the full
consideration money by the within-named the Purchaser in the
manner below:

<u>SL. No.</u>	Date	Cheque/Draft /Cash	Bank	Amount
1)				
2)				
3)				
4)				
5)		SBI disbursement	Final SBI	
				Total : _____

(Rupees _____)

WITNESSES:

1.

2.

SIGNATURE OF THE VENDORS

